

## AGENDA ITEM SUMMARY

Staff Contact Person: John W. King

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# MEMORANDUM

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**DATE:** July 26, 2006

**TO:** Dent Pierce, Division Director  
Public Works

**FROM:** John W. King, Sr. Director  
Lower Keys Operations

**RE:** Agenda Item – August 16, 2006 BOCC Meeting  
Key Largo – Deputy Housing/Key Largo Duplex

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Since September 1, 1998, the Board has approved Deputy Leird to reside in one-half of the duplex at Key Largo Community Park.

The Public Works Facilities Maintenance Department has received notification from Deputy Dawn Leird that she will not be renewing the residential lease which was due to terminate August 31, 2006, and she will be vacating the premises on July 31, 2006. Facilities Maintenance has confirmed the vacancy with the Monroe County Sheriff's Office and has requested another Deputy to be recommended.

I hereby request approval to rescind an existing lease agreement with one month remaining with Deputy Dawn Leird for one-half of the duplex located at Key Largo Community Park, and approval to enter into a one-year revised residential lease agreement with a Deputy recommended by the Monroe County Sheriff to reside in the vacated side of the duplex located at Key Largo Community Park.

JWK/jbw

Enclosures

## Walters-Jo

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**From:** Dawn Leird [DLeird@keysso.net]  
**Sent:** Friday, July 07, 2006 3:36 PM  
**To:** Walters-Jo  
**Cc:** Dawn Leird  
**Subject:** County Housing

Jo,

I spoke with you on the phone and via e-mail at the beginning of June in reference to moving out of the County Housing at the Key Largo Park.  
I then had to send a memo rescinding the first memo because the house we were going to move into had fallen through.  
Well, My husband and I were able to find another house. We will be out of the County House on July 31, 2006. So, we will not be renewing our lease for next year. I haven't gotten sent any paperwork in reference to renewing the lease as of yet either, so I wanted to let you know that our intentions are to not renew.

I know the Sheriff's Office will be announcing that the house will be available soon, so I don't think that it will be vacant for very long. My lease is officially up on paper on August 31, 2006. However, if we are moving out on July 31, 2006 we will be required to pay for August's rent too?? Could you find out for me?

Also, do I need to send to you another memo about moving out, or will this email suffice?  
Thanks in advance!!!

Sgt. Dawn Leird  
Monroe Co. Sheriff's Office

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Deputy Dawn Leird Contract #             
 Effective Date:           , 2006  
 Expiration Date:           , 2007  
 Contract Purpose/Description: Rescind residential lease with Deputy Dawn Leird for one-half of the duplex located at Key Largo Community Park which is due to terminate on August 31, 2006 and approval to enter into a one-year revised residential lease agreement with a Deputy recommended by the Monroe County Sheriff to reside in the vacated side of the duplex  
 Contract Manager: Jo B. Walters 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)  
 for BOCC meeting on 08/16/06 Agenda Deadline: 08/06/06

**CONTRACT COSTS**

**REVENUE** \$ 650/mo

Total Dollar Value of Contract: \$ -0- Current Year Portion: \$ -0-  
 Budgeted? Yes ☒ No ☐ Account Codes:             
 Grant: \$ N/A  
 County Match: \$ N/A

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$           /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>          </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Ch. Puri</u>	<u>8/1/06</u>
Risk Management	<u>7-26-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slomkowski</u>	<u>7-26-06</u>
O.M.B./Purchasing	<u>          </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>7/27/06</u>
County Attorney	<u>7/24/06</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>7/25/06</u>

Comments:

## **RESIDENTIAL LEASE FOR LAW ENFORCEMENT OFFICER**

This lease agreement is made this August 17, 2005, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Deputy Dawn Leird, an officer of the Monroe County Sheriff's Department, hereafter Tenant.

### **WITNESSETH:**

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises;

WHEREAS, the County has decided that at present time it is in the County's best interest to lease the premises to the Tenant to provide the deterrence described; and

WHEREAS, the Tenant desires to reside on the premises and provide such deterrent, now, therefore, that parties agree as follows:

1. The County leases one unit within the duplex facility located on the Marr Property, more particularly described as Lots 326 & 327, Port Largo 4<sup>th</sup> Addition, RE #00453474-000326, hereafter premises, to the Tenant for the sole use as a residence by the Tenant and his/her immediate family or roommate. The term of this lease shall commence on September 1, 2005 and terminate on August 31, 2006.
2. The County agrees to provide Tenant with water, sewer/septic, electricity, and solid waste collection service. The Tenant shall reimburse the County for said service at a rate of \$195.94 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant agrees to pay rent in the amount of \$229.06 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant shall arrange for and provide residential telephone service at his own expense. If the Tenant desires cable television service, he shall arrange for and provide that service at his own expense.
3. The Tenant further agrees that, during the term of this lease, the Tenant is, and will remain:

 **COPY**

- a) certified as a regular, full time law enforcement officer by the Florida Criminal Justice Standards and Training Commission;
  - b) a deputy employed by the Monroe County Sheriff's office and empowered to make arrests under the laws of the State of Florida.
- 4. The Tenant may not sublease the premises nor assign any obligation, benefit or duty created under this agreement, without the written consent of the County.
- 5. The Tenant shall, at least once each night, conduct an inspection walk of the Marr Property and check for any signs of theft or vandalism and question, and if necessary, remove any unauthorized or suspicious persons found on site. The Tenant shall also note any safety hazards observed during his/her inspection and inform a supervisory employee of the County's Public Works Department of any such hazards as soon as possible.
- 6. This agreement may be terminated before the expiration of the one year term, with or without cause and in the sole discretion of the County, upon
  - a) 60 days written notice by the County to the Tenant;
  - b) 30 days written notice by the County to the Tenant when:
    - i) the Tenant has left employ of the Monroe County Sheriff's office;
    - ii) the Tenant is no longer certified as required by Section 3;
    - iii) the Tenant fails to timely pay the County the amount described in Section 2 or fails to obtain or keep telephone service as required by Section 2;
    - iv) the Tenant fails to conduct the walk around inspections required by Section 5 or fails to inform the County Public Works Department of any observed safety hazard(s) as required by Section 5;
    - v) the Tenant subleases the premises or assigns any interest under this lease without the consent required by Section 4;
  - c) 15 days notice by the County to the Tenant in an emergency situation.

The waiver by the County of any act, event, occurrence or omission which would entitle the County to terminate this agreement shall not affect the right of the County to demand strict performance of the terms of this agreement with respect to any subsequent act, event, occurrence or omission, constituting a breach, default or nonperformance by the Tenant.

The Tenant may terminate this lease upon 30 days written notice to the County if he/she is transferred to a substation whose location would make it impracticable to continue to reside at the premises or if the Tenant leaves the employ of the Monroe County Sheriff's Office.

7. The Tenant covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with or by reason of the Tenant utilizing property governed by this lease/rental agreement; except for such claims as may occur due to the Tenant's performing duties pursuant to Section 5 of this lease agreement.
8. The parties agree that this written agreement sets forth the entire agreement between the parties and that there are no terms or understandings other than those stated herein. None of the terms, provisions, and conditions contained in this agreement may be added to, modified, superseded or otherwise altered, except by a written amendment executed by the parties.
9. If the Tenant wishes to make any modifications or alterations to the premises, he/she must first make the request in writing to the County, and receive written permission from the County Facilities Maintenance Director prior to making any alterations.

IN WITNESS WHEREOF, the parties hereto have been executed this agreement as of the date first written above.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Sahel C. DeSantis  
Deputy Clerk

By: Legia M. Spelman  
Mayor/Chairman

[Signature]  
Witness

[Signature]  
Deputy Dawn Leird

[Signature]  
Witness

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

[Signature]  
SUZANNE A. HUTTON

**RESIDENTIAL LEASE  
WITH LAW ENFORCEMENT OFFICER  
For Port Largo 4<sup>th</sup> Addition**

This Agreement is made and entered into by the parties, MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, ("County"), and \_\_\_\_\_, a Law Enforcement Officer(s) of the Monroe County Sheriff's Office, ("Officer").

**WITNESSETH:**

WHEREAS, the County owns a residential premises ("premises") commonly known as Unit A of the Duplex facility located on the Mar Property, more particularly described as Unit B, Lots 326 and 327, Port Largo 4<sup>th</sup> Addition, RE#00453474-000326, Monroe County, Florida, and;

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises, and;

WHEREAS, the Officer desires to provide the law enforcement protection required under this agreement and further desires to reside on the premises, and;

WHEREAS, the County has decided that at the present time it is in the County's best interest to enter into a lease with the Officer(s) to provide the deterrence described;

Now, therefore, the parties agree as follows:

1. **PROPERTY.** County leases to the Officer the premises, commonly known as Unit A of the Duplex facility located on the Mar Property, more particularly described as Unit B, Lots 326 and 327, Port Largo 4<sup>th</sup> Addition, RE#00453474-000326, Monroe County, Florida.

2. **TERM.** The term of this agreement is one year commencing on \_\_\_\_\_ and running through \_\_\_\_\_. There is no automatic renewal of this agreement. In the event that the Officer does not vacate the premises and surrender them to the County upon termination of the Agreement, Officer will be liable for rent at a rate of \$20.00 (Twenty Dollars) per square foot per month prorated for the time he/she continues to occupy the property, as well as County's expenses and reasonable attorney fees in obtaining possession of the property.

3. **USE.** The premises and shall be used solely for the purpose of a residential premise. If the premises are used for any other purpose, the County shall have the option of immediately terminating this agreement. The Officer shall not permit any use of the

premises in any manner that would obstruct or interfere with any County function or duties.

The Officer will further use and occupy said premises in a careful and proper manner, and not commit any waste thereon. The Officer shall not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the premises. The Officer will not use or occupy said premises for any unlawful purpose and will, at the Officer's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements and orders of governmental authorities or agencies respecting the use and occupation of said premises. The Officer acknowledges that if he or she ceases to be employed as a law enforcement Officer during the term of the lease, for any reason whatsoever, the lease is terminated.

Officer covenants and agrees that he or she will during the term of the Lease keep the premises in a good state of repair and in the current condition, and that upon the expiration of the lease he or she will return the premises to the same good state of repair as when he or she moved into the premises.

The Officer agrees that only his or her immediate family or an approved non-law enforcement roommate shall occupy the premises.

The Officer agrees to clean the premises at the end of the lease and to return it to the same condition that it was in when the Officer accepted the lease. The Officer agrees to pay any fees that the County incurs to clean the premises if necessary after the officer vacates the premises.

4. **RENT AND SECURITY DEPOSIT.** For the use of the premises, the Officer shall pay the County rent of Six Hundred and Fifty Dollars (\$650.00) per month, said payment due on the first day of the month. The Officer shall pay a security deposit in the amount equal to one month's rent to the County prior to occupancy. The monthly payment shall be remitted to the Monroe County Clerk of Courts, Finance Department, 500 Whitehead Street, Key West, FL 33040.

5. **UTILITIES.** The Officer shall pay for the utilities including water, sewer/septic, electricity and solid waste collection. The cost of connections for the above described utilities shall be at the expense of the County.

The Officer shall arrange for and provide residential electric service, telephone service, and cable television service, at his or her own expense. The cost of connections for residential telephone service and cable television service shall be paid for by the Officer.

6. **CONDITIONS.** The Officer further agrees that, during the term of this agreement, the Officer is and will remain:

- a) Certified as a regular, fulltime law enforcement Officer by the Florida Criminal Justice Standards and Training Commission;
- b) a Deputy employed by the Monroe County Sheriff's office and empowered to make arrests under the laws of the State of Florida;

- c) he or she will not sub-lease the premises nor assign any obligation, benefit or duty created under this Agreement, without written consent of the County.

d) he/she shall have a letter of permission from his/her Agency Head permitting Officer to execute Agreement which shall be attached to this Agreement as **Exhibit "A"**.

7. **DUTIES AND REPORTING.** The Officer shall, at least twice each 24 hour period, conduct an inspection and walk through of the property, and shall check for any signs of theft, vandalism, and shall question, and if necessary remove, any unauthorized or suspicious persons found on site.

The Officer shall also note in writing any damage, safety hazards, civil or criminal activity observed during his or her inspection and shall inform the Division Director of the County's Public Works Department of any such hazards in writing within 2 days or immediately if the inspection reveals a criminal act, or possible danger to a member of the public.

In addition to the above, a regular report on the inspections shall be forwarded to the Officer's superior and to the Division Director of Monroe County Public Works on the last day of each month or within 5 days thereof. The report shall contain the date and time of the inspection, what the inspection found, whether a citation or arrest report, or Notice to Appear or any other instrument was issued, a copy of any document issued shall be attached to the report, a notation as to the action taken by the Officer, and when remedied a notation of what was done.

8. **TERMINATION BY COUNTY.** This Agreement may be terminated before the expiration of a one year term, with or without cause and in the sole discretion the County, upon

- a) 60 days written notice by the County to the Officer,
- b) 30 days written notice by the County to the Officer when;
  - i) The Officer has left the employee of the Monroe County Sheriff's Office;
  - ii) The Officer is no longer certified as required by this agreement;
  - iii) The Officer fails to timely pay the County the amount described in this Agreement or fails to obtain or to keep telephone service as required under this Agreement;
  - iv) The Officer fails to conduct the walk around inspections required by this Agreement or fails to inform Monroe County Public Works of any observed safety hazards as required under this Agreement;
  - v) The Officer leases the premises or assigns any interest without the required consent under this agreement;
- c) 15 days notice by the County to the Officer in an emergency situation.

9. **TERMINATION BY OFFICER.** The Officer may terminate this Agreement upon 30 days written notice to the County if he or she transferred to a substation whose location would make it impractical to continue to reside at the residence or if the Officer leaves the employ of the share of the Monroe County Sheriff's Office; or upon 15 days notice by the Officer to the County in an emergency situation.

10. **INSURANCE AND HOLD HARMLESS.** The Officer agrees to carry \$10,000 (Ten Thousand Dollars) in personal liability coverage on the premises and shall provide evidence thereof by Certificate of Insurance. Officer will notify County upon receipt of any notice of reduction or termination of such insurance, and shall immediately obtain replacement insurance.

The Officer agrees to indemnify and hold harmless the Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, or in connection with or by reason of the Officer utilizing property governed by this Agreement, except for such claims as may occur due to the Officer's performance of duties under section 8 of this Agreement.

11. **DAMAGE TO ANIMALS OR PLANTS BY PET(S).** The Officer shall have sole responsibility for any damage, harm, nuisance, claim or other liability which arises as result of the Officer(s) keeping pets are other animals on the premises, including the parking area upon which the rental premises is situated. This provision especially applies to the taking of endangered or threatened species of animals as a result of the action of the Officer's pet(s). Officer shall maintain proper restraint safeguards to ensure against takings and shall be solely liable for takings which occur; regardless of the degree of care the Officer has exercised to prevent any takings. Any repairs shall be paid for by the deputy within thirty (30) days of being given notice by the County of the cost of the damages.

12. **ALTERATIONS AND/OR MODIFICATIONS.** If Officer wishes to make any modifications or alterations to the premises he/she must first make the request in writing to the County, and receive written permission from the Division Director of Monroe County Public Works prior to making any alterations and/or modifications.

13. **NOTICE.** Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

**For the County:**  
**Dent Pierce**  
**Division Director**  
**Public Works**  
**1100 Simonton Street**  
**Key West, FL**  
**Telephone: 305-292-4560**

**For the Officer:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip

\_\_\_\_\_  
Telephone

14. **ATTACHMENTS.** The following documents are required to be attached to this Agreement:

- a) EXHIBIT A: Letter from Officer's Agency Head permitting Officer to execute Agreement.
- b) EXHIBIT B: Certificate of Liability Insurance
- c) EXHIBIT C: Copy of Officer's CJATC Certificate

**This Agreement shall not be effective until signing by all parties and by attaching all fully completed Exhibits to the Agreement.**

15. **OFFICER NOT AN AGENT OR EMPLOYEE OF THE BOARD:** It is specifically agreed that the Officer is not an agent or employee of the Board of County Commissioners; that the Officer agrees that he/she is not entitled to worker's compensation coverage, unemployment compensation, health or life insurance, retirement benefits, or social security benefits because of this Agreement; and that any acts performed under this Agreement by the Officer are strictly in his/her capacity and under his/her authority as a law enforcement Officer. This provision is not meant to limit the Officer's authority to make arrests, investigate alleged or actual crimes, or to enforce the state laws, and County Ordinances.

16. **WHOLE CONTRACT AND WAIVER.** This Agreement is the whole Agreement between the parties, and no prior or contemporaneous oral or written communications are part of the Agreement. If the County waives any breach of the contract, that waiver shall not waive the covenant or conditions breached not any later breach of any or part of the contract.

17. **MODIFICATIONS.** If the Officer wishes to make any modifications or alterations to the premises, he/she must first make the request in writing to the County, and receive permission from the Division Director of Public Works prior to making any alterations.

18. **GOVERNING LAWS/VENUE.** This Agreement shall be governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this agreement must be in Monroe County, Florida. The County and Officer specifically agree that neither the provisions of Chapter 733, Florida Statutes (Mobile Home Park Lot Tenancies) nor the provisions of Chapter 513, Mobile Home and Recreational Vehicle Parks) are to be applied as governing this Agreement or use as constructing provisions of this Agreement.

19. **MEDIATION.** The parties agree to mediate any disputes under this agreement, and further agree that they will not arbitrate any disputes.

20. **SEVERABILITY.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have been executed this Agreement as of the date first written above.

Attest: DANNY L. KOLHAGE, CLERK      BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_  
Deputy/Clerk

By: \_\_\_\_\_  
Mayor Charles "Sonny" McCoy

WITNESS for DEPUTY:

DEPUTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deputy Signature

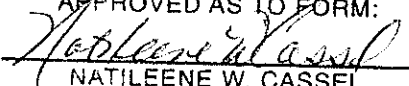
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

WITNESS for DEPUTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date 7/25/06